RETURN DATE: DECEMBER 18, 2018 : SUPERIOR COURT

TORRINGTON DOWNTOWN PARTNERS,

LLC : J.D. OF LITCHFIELD

VS. : AT TORRINGTON

SUBWAY REAL ESTATE, LLC and SUBCON, INC.

DECEMBER 4, 2018

COMPLAINT

- 1. The Plaintiff, TORRINGTON DOWNTOWN PARTNERS, LLC, as owner and lessor, and the Defendants, SUBWAY REAL ESTATE, LLC and SUBCON, INC., as tenants, entered into a Commercial Lease Agreement for the use and occupancy of commercial space known as 11 Main Street, Torrington, Connecticut, for the monthly rental as specified in the Lease which was base rent of \$1,614.37 per month during 2018.
- 2. The Defendants, Subway Real Estate, LLC and Subcon, Inc. took possession of the premises and still occupy the same.
- 3. Defendants, Subway Real Estate and Subcon, Inc., failed to pay the rent for many months through November 2018; therefore, the Lease was terminated for NON-PAYMENT OF RENT.
- 4. On November 19, 2018, Plaintiff caused a Notice to Quit possession to be served upon Defendants to quit possession of the premises on or before November 30, 2018, the original of said Notice is attached hereto and incorporated herein.

4. Although the time designated in the Notice for the Defendants to quit possession has passed, the Defendants still continue to be in possession of the premises.

WHEREFORE, Plaintiff claims:

- 1. Judgment for immediate possession of the Premises;
- 2. The forfeiture to the plaintiff of the possessions and personal effects of the defendant in accordance with Sections 47a-23a and 47a-42a of the Connecticut General Statutes, as amended;
- Such further relief in law or equity to which the plaintiffs may be entitled.

THE PLAINTIFF:

TORRINGTON DOWNTOWN

PARTNERS/LLC

BY

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